



**IDAHO TRANSPORTATION DEPARTMENT (ITD)**

**INVITATION TO BID (ITB)**

**REQUISITION# K071630**

**Category 8C-R Sodium Chloride for District 3**

August 17, 2010

**ALL sealed bids must be received by 5:00 PM MDT on September 1, 2010. Sealed bids will be opened at 10:30 AM MDT on September 2, 2010 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of supplying Category 8C-R Sodium Chloride to various locations within District 3 in accordance with the plans and Special Provisions contained herein.**

**Public Works Licensing IS NOT Required**

Contact Sherry Jenkins, Purchasing Agent, for clarification of bid requirements at (208) 334-8088.

**All Questions** relating to bid specifications must be faxed to: (208) 334-8824 or emailed to:

[Sherry.Jenkins@itd.idaho.gov](mailto:Sherry.Jenkins@itd.idaho.gov)

**ALL QUESTIONS** must be received **NO LATER THAN August 26, 2010** at 5:00 PM MDT.

FOR BID UPDATES, ADDENDUMS, OR BID RESULTS, go to: <http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**Vendor Name:** \_\_\_\_\_  
**Requisition #:** K071630  
**Bid Close Date:** September 1, 2010 5:00 PM MDT  
**Bid Open Date:** September 2, 2010 10:30 AM MDT  
**Item Bidding:** Category 8C-R Sodium Chloride for District 3

**Mailing Address**

Idaho Transportation Department  
Business & Support Management - Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
**INVITATION TO BID (ITB)**  
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**CATEGORY 8C-R SODIUM CHLORIDE FOR DISTRICT 3**

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**REQUISITION# K071630**

**CATEGORY 8C-R SODIUM CHLORIDE FOR DISTRICT 3**

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**ATTACHMENTS:**

BID SCHEDULE

SIGNATURE PAGE

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CONTRACTOR'S AFFIDAVIT – CONCERNING ILLEGAL ALIENS

CONTRACTOR'S RESPONSIBILITY PAGE

## I. SCOPE OF WORK

### 1. PURPOSE

This work shall consist of supplying Category 8C-R Non Corrosion Inhibited Solid Sodium Chloride (Road Salt) to various locations in District 3. This bid shall be based on products currently listed on the Qualified Products List of the Pacific Northwest Snowfighters (<http://www.wsdot.wa.gov/partners/pns>) at the date and time of this bid opening. No product submittals will be evaluated during this bid opportunity.

The term of this contract shall be approximately six (6) months.

### 2. SUPPLY REQUIREMENTS

It is the intent of this contract to furnish and place road salt in stockpile, as directed, at the following locations. Tonnage, as shown, is for bidding purposes only. Actual requirements may vary because of the nature of the work.

LINE ITEM	STOCKPILE LOCATIONS	ZIP CODE	QUANTITIES
1	<b>Black Canyon</b> , I-84, Exit 25	83655	150 TONS
2	<b>Boise</b> , 8150 Chinden Blvd	83714	100 TONS
3	<b>Caldwell</b> , I-84, Exit 25	83605	110 TONS
4	<b>Marsing</b> , SH 78, MP 0.68	83642	50 TONS
5	<b>New Plymouth</b> , SH 30, MP 25.2	83655	120 TONS
6	<b>Weiser</b> , 550 Indianhead	83672	60 TONS
7	<b>ION</b> , US 95, MP 16	83642	30 TONS
8	<b>Parma</b> , Market Rd & Hwy 95, MP 46.45	83660	30 TONS

### 3. PRODUCT CATEGORY

Bids are requested for 8C-R, Non Corrosion Inhibited Solid Sodium Chloride, Fine Gradation, Road Salt, Insoluble Material less than 10% and Moisture less than 0.5%.

#### 4. GENERAL SPECIFICATIONS

To bid a product, that product shall be on the most current Pacific Northwest Snowfighters Association (PNS) Qualified Products List (QPL) dated June 15, 2010.

Products that appear on the Qualified Products List may be tested for compliance to the material that was originally submitted for qualification. ITD has the right to conduct this testing at its own will. The most current Qualified Products List can be viewed at the PNS website location of <http://www.wsdot.wa.gov/partners/pns>

The PNS Association of British Columbia, Colorado, Idaho, Montana, Oregon, and Washington have developed the Qualified Products List. The list is composed of products that have been tested and found to be in conformance with these specifications. Any material changes to a product that is listed on the QPL by either the manufacturer or the bidder, which in any way makes the product different from the original qualified material, shall be grounds for disqualifying the product from the list. The new product will have to be re-qualified before it will be allowed to be placed back on the QPL.

The bidder of any product that is delivered and/or applied, which is found to be contaminated and is cause for environmental concerns, shall be responsible for all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

The bidder shall be liable, as determined by the purchaser for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

The PNS has the right to qualify or disqualify, accept or reject products based on the materials used to produce the product. The products will be assessed for the potential of causing a decrease in the public safety. The right to qualify or disqualify, accept or reject a product based on manufactured composition rest solely with the PNS. The PNS assessment shall be final and in the best interest of the PNS and the Department.

All submitted products shall be tested to the specified limits contained within these specifications and as per the products' specific category classifications.

A submitted product that contains any constituent in excess of the following established total concentration limits as tested in accordance with the listed test methodology from Section VI shall be not be acceptable. Results are stated as **parts per million (ppm)**

Arsenic	5.0
Barium	100.0
Cadmium	0.20
Chromium	1.0
Copper	1.0

Lead	1.0
Mercury	0.05
Selenium	5.0
Zinc	10.00
Phosphorus	2500.0
Cyanide	0.20

Note: Solid Salts are to be diluted to a 25% (W/V) concentration and then tested as if the material was a liquid sample. Report only the values determined from the 25% solution for all of the parameters as compared to the specification limits. Do not back calculate the concentration of the parameters to the dry weight of the material.

The manufacturer shall also supply the following analyses for information purposes for liquid products or solid products that will be converted into a liquid product for application purposes. Testing of the following parameters will be done by the listed testing methodology.

Ammonia - Nitrogen

Total Kjeldahl Nitrogen

Nitrate and Nitrite - Nitrogen

Biological Oxygen Demand

Chemical Oxygen Demand

Frictional Analysis

Toxicity Testing

Rainbow Trout or Fathead Minnow Toxicity Test

Ceriodaphnia Dubia Reproductive and Survival Bioassay

Selenastrum Capricornutum Algal Growth

Bids shall be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS) including the MSDS of the inhibitor. **All documents must be clearly legible.**

## 5. CHEMICAL PRODUCT CATEGORIES

Chemical Product Category 8: Non Corrosion Inhibited Solid Sodium Chloride Specifications, CATEGORIES 8A, 8B, and 8C.

The Categories shall be defined as follows:

- |                  |                              |
|------------------|------------------------------|
| 1. Category 8A   | Dry Salt, Standard Gradation |
| A. Category 8A-B | Brining Salt                 |

B. Category 8A-R	Road Salt
2. Category 8B	Wet Salt, Standard Gradation
3. Category 8C	Dry Salt, Fine Gradation
A. Category 8C-B	Brining Salt
B. Category 8C-R	Road Salt

In addition to the General Specifications, the following requirements shall apply.

1. Moisture Content – Test Method No. 12

Category 8A – 0.5% Maximum

Category 8B – 5.0% Maximum

Category 8C – 0.5% Maximum

2. Insoluble Material- Test Method No. 22

Category 8A-R – 10.0 % Maximum

Category 8B -- 10.0% Maximum

Category 8C-R -- 10.0 % Maximum

Category 8A-B – 1.0% Maximum

Category 8C-B – 1.0% Maximum

3. Gradation – Test Method No. 13

Type 1, Grade 2, with the following Gradation for each Sodium Chloride Category.

Category 8A and 8B		Category 8C	
Sieve	Wt. %	Sieve	Wt. %
Size	Passing	Size	Passing
3/4"	100	#4	100
#4	20 - 100	#100	0 - 3
#8	10 - 60		
#30	0 - 15		

4. Anti-Caking agent will be included to ensure that the material remains free from hard caking and suitable for its intended purpose.

Test Method: Number 14

**NOTE:** Salt for highway use is usually treated with either Ferric Ferrocyanide, also known as Prussian Blue, or Sodium Ferrocyanide, also known as Yellow Prussiate of Soda (YPS), to prevent the salt from caking. The amount of Prussian Blue added is 70 to 165 parts per million (PPM), equivalent to 0.33 to 1.14 pounds per ton of salt. YPS is added in the amount of 50 to 250 PPM, equivalent to 0.1 to 0.5 pounds per ton of salt. YPS is also used as an anti-caking agent in table salt, and has approval of the U.S. Food and Drug Administration. Based on exhaustive testing no evidence of toxicity was demonstrated. If used, the presence of these products will not be assessed towards the total cyanide concentration when testing this product. However, the total cyanide concentration of the original material must meet specifications. Information may be obtained from the Salt Institutes Highway Digest Publication.

Bidder may bid this product with or without the anti-caking agent. Bidders must note on the Sample Checklist if the sample does contain anti-caking agent or not. If the Bidder chooses not to add the anti-caking agent it does not prevent the bidder from assuring that the delivered product is in a free-flowing state.

5. Material must be clean and free from extraneous matter. The material must be homogenous or manufactured in such a manner to assure that the corrosion inhibitor, anti-caking agent and the chemical product does not segregate.

Test Method: Number 14

6. Pay Weight Schedule for Excessive Moisture

**Category 8A and 8C**

The salt shall be dried to a maximum moisture content of 0.5 % (percent by weight). Water in excess of 0.5% of dry salt weight will not be paid for. The amount of salt to be paid for, when moisture exceeds 0.5% shall be computed as follows:

Pay Weight = (100.5 x Wet Wt. of Salt) divided by (100 + Percent of Moisture)

**Category 8B**

The salt shall be dried to a maximum moisture content of 5.0 % (percent by weight). Water in excess of 5.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when moisture exceeds 5.0% shall be computed as follows:

Pay Weight = (105.0 x Wet Wt. of Salt) divided by (100 + Percent of Moisture)

7. Pay Weight Schedule for Insoluble Residue

**Category 8A-R, 8B, and 8C-R**

The salt shall have a maximum insoluble residue of 10.0 % (percent by dry weight). Insoluble residue in excess of 10.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when the insoluble residue exceeds 10.0% shall be computed as follows:

Pay Weight = (110.0 x Dry Wt. of Salt) divided by (100 + Percent Insoluble Residue)

**Category 8A-B and 8C-B**

The salt shall have a maximum insoluble residue of 1.0 % (percent by dry weight). Insoluble residue in excess of 1.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when the insoluble residue exceeds 1.0% shall be computed as follows:

Pay Weight = (101.0 x Dry Wt. of Salt) divided by (100 + Percent Insoluble Residue)



## **6. TEST METHODS**

### **1. Corrosion Control Inhibitor Presence and Concentration**

Test Method: The Materials Laboratory may use the test procedures provided by the bidder or manufacture for testing quantitative concentrations of additives. These same tests can then be used to verify that materials being delivered are the same as those previously tested and approved in the bid process.

### **2. Ph**

Test Method: ASTM D 1293 except a dilution shall be made of 1 part chemical product to 4 parts distilled water before attempting a reading.

### **3. Corrosion Rate**

Test Method: NACE Standard TM0169-95 (1995 Revision) as modified by PNS. This procedure is listed as Test Method "B" in Appendix A.

### **4. Percent Total Settleable Solids and Percent Solids Passing a 10 Sieve**

Test Method: This procedure is listed as Test Method "C" in Appendix A.

### **5. Total Phosphorus**

Test Method: Total Phosphorous as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

### **6. Total Cyanide**

Test Method: Total Cyanide as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

### **7. Total Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Selenium and Zinc.**

Test Method: Atomic Absorption Spectrophotometry or Plasma Emission Spectroscopy as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

### **8. Total Mercury**

Test Method: Cold Vapor Atomic Absorption Spectrophotometry as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

### **9. Milliequivalents OR "meq"**

Test Method: This is a measure of the amount of unreacted base in the product. "meq" means milliequivalents or the milligrams of acetic acid to neutralize 1 gram of unreacted base.

Method for measuring unreacted base is a standard acid/base titration procedure. A fixed volume of acid (30 ml of 0.1 N HCl) is added to 1 gram sample of CMA. The excess acid is titrated with a standard base (0.1 N NaOH) to phenolphthalein endpoint, pH of 8.6.

**10. Moisture Content Of Solid Chemical Products.**

Test Method: According to ASTM E 534

**11. Gradation**

Test Method: Gradation shall be run according to ASTM D 632. The sample size shall be a minimum of 300 grams and be hand shaken through each sieve until the sample has been adequately processed. Caution: Care should be used when running the gradation test, as the salt is very soft and can be resized by over shaking. Salts that contain sticky organic matter inhibitors may require additional attention with a rubber policeman to insure that the sample passes the screens correctly as the sticky inhibitors will tend to clump up smaller particles of salt and prohibit them from being analyzed correctly.

**12. Visual Inspection and Field Observations.**

Test Method: Visual inspection and field observations to assure that the material remains clean and free of extraneous matter, free from hard caking, does not segregate, and remains suitable for the intended purpose. NOTE: Purchaser may use any laboratory test method necessary to verify conclusions from visual inspections.

**13. Toxicity Test**

Test Method: According to "Short-Term Methods for Estimating the Chronic Toxicity of Effluent and Receiving Waters to Freshwater Organisms", Third Edition, EPA-600/4-91/002.

**14. Ammonia - Nitrogen**

Test Method: Ammonia as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

**15. Total Kjeldalh Nitrogen**

Test Method: Total Kjeldalh Nitrogen as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

**16. Nitrate and Nitrite as Nitrogen**

Test Method: Nitrate and Nitrite as Nitrogen as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

### 17. Biological Oxygen Demand

Test Method: Biological Oxygen Demand as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

### 18. Chemical Oxygen Demand

Test Method: Chemical Oxygen Demand as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

### 19. Frictional Analysis

Test Method: Frictional Analysis shall be conducted on products that have been applied at the prescribe application rate to a pavement surface within a sealed and controlled humidity chamber. The frictional coefficient shall be measured on pavement surface as the humidity in the chamber is lowered and raised over the course of time. The data shall show a plot of the humidity curve and a plot of the coefficient of friction curve over time. The device that measures the friction coefficient shall be calibrated and certified prior to use on the sample analysis.

## 7. **PRODUCT REJECTION AND PRICE ADJUSTMENTS**

Products, which fail to meet the specification limits, will be subject to the following specified price adjustments and/or total rejection at ITD's discretion. The contractor will be required to replace any rejected material plus any material that it contaminated at their cost. Any product that is rejected shall be removed by the contractor and replaced with product that meets the material specifications, including handling and transportation charges at no additional cost to ITD. Removal includes the removal of all material contaminated by the non-specification material if any. ITD will establish the amount of material contaminated.

Determination of a price adjustment to be applied will be based on the PNS testing procedures as outlined in the specifications.

All price adjustments will be based on the prices as bid by the contractor.

### **A. PRICE ADJUSTMENTS FOR TOTAL METALS, TOTAL PHOSPHORUS, AND TOTAL CYANIDE**

Materials tested for the total concentration of Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Mercury, Selenium, Zinc, Phosphorus and Cyanide and found to have exceeded the specification limits are subject to price adjustments. The price adjustments will be taken according to the following table.

Percentage Over the  
Specified Limit

Price Adjustment

0 to 5.0	None
5.1 to 20.0	15%
20.1 to 40.0	25%
40.1 to 75.0	35%
75.1 to 100.0	50%
Over 100.1	100%

**B. PRICE ADJUSTMENTS FOR CHEMICALS CONTAINING SODIUM CHLORIDE CATEGORIES IV, V, VI, AND VIII.**

A price adjustment of 10% will be assessed on materials outside of the acceptable gradation limits as specified in each of the appropriate category specifications.

Permissible Variations of 5% will be allowed for each sieve size as shown in the following tables.

Category 8A and 8B		Category 8C	
Sieve Size	Wt. % Passing	Sieve Size	Wt. % Passing
¾ "	100	#4	100
#4	15 -100	#100	0 – 8
#8	5 – 65		
#30	0 - 20		

A price adjustment will be taken on excessive moisture content as specified in each of the appropriate category specifications.

**8. ORDERS, DELIVERIES, AND INVOICING OF PRODUCTS**

All deliveries are subject to the following guidelines:

- A. Within 3 weeks of contract award, District 3 shall provide Contractor a schedule of locations and delivery quantities. Complete delivery of product shall be made within 15 working days to all locations where quantities ordered are less than 250 tons.
- B. Late Fees will be assessed for failure to complete delivery of product within 15 working days in the amount of \$500.00 per day per site. At no time will the total amount of the penalty exceed \$500.00 per day. Consistently late deliveries may result in contract termination. **Note:** Working day shall be defined in Subsection 101.02 of the Idaho Standard Specifications for Highway Construction, 2004 Edition.

- C. Deliveries shall be made during normal working hours (Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M.), unless otherwise requested or agreed to by ITD. Contractor shall notify the delivery location 24 hours in advance of the anticipated shipment arrival. ITD shall not be held responsible for delivery attempts by contractor if contractor failed to notify and confirm delivery with the affected delivery location.
- D. Each shipment shall be accompanied by a current and clearly legible MSDS. No Exceptions.
- E. The bill of lading for each shipment must contain the following information.
1. Name of product.
  2. Supplier and manufacturer of product.
  3. Delivery Destination.
  4. Total number of units being delivered.
  5. Total weight of delivery using a **certified** scale ticket. ITD may at any time choose to spot check a delivery of product by having the truck weighed on certified scales before and after delivery to verify the delivered weight is true and accurate; in the event of a discrepancy, ITD's determination of weight shall prevail. No additional cost will be charged to ITD for spot-checking deliveries of products.
  6. Manufacturer Lot Number for the product being delivered. The Bill of Lading number is an acceptable number for the Lot Number. This number must be denoted as the "**LOT NUMBER**" on the bill of lading and shall be clearly legible. The lot number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch. **Failure to have a defined LOT NUMBER that appears on the Bill of Lading is grounds for rejection of the load.**
  7. Transport information--Name of transporting company, tank, trailer or rail car number, point and date of origin.
- F. Invoices will not be processed for payment until the contractor has met all requirements under this section. The invoice shall include the following:
1. A copy of the original bill of lading.
  2. Contract unit of measure.
  3. Total number of units delivered.
  4. Contract unit price for product delivered.
  5. Total price for units delivered.
- G. The first month after product deliveries commence, Contractor shall submit an Excel® spreadsheet detailing deliveries throughout the District. At a minimum, the spreadsheet shall contain date, location, type of material delivered, and total quantity delivered. Spreadsheet shall be compiled monthly and emailed to Ron Wright, [ron.wright@itd.idaho.gov](mailto:ron.wright@itd.idaho.gov) and Sherry Jenkins, [sherry.jenkins@itd.idaho.gov](mailto:sherry.jenkins@itd.idaho.gov)

## **9. FIELD INSPECTION, UNLOADING, SAMPLING AND TESTING**

All material is subject to field inspection, sampling, and testing on an as delivered base. Sampling and field-testing is the prerogative of ITD. The bidder shall not off load any material without affording ITD an opportunity to conduct the field inspection, sampling or the testing. Off loading of material without affording ITD an opportunity to conduct said work may deem the delivered material non-compliant and subject to total rejection. The bidder shall only off load material without field inspection, testing and sampling when the ITD agency representative grants prior written approval.

### **A. FIELD INSPECTION**

BEFORE ALLOWING ANY PRODUCT TO BE UNLOADED AGENCY PERSONNEL WILL ADHERE TO THE FOLLOWING PROCEDURES:

1. Document and maintain records on all deliveries, including those deliveries that are rejected.
2. Check to ensure the product is being delivered according to the terms of the contract. This may include but is not limited to the following:
  - a. Date of the order.
  - b. Date and time of delivery.
  - c. Verification of advance delivery notification.
  - d. Delivered within allowable times.
  - e. Name of Delivery Company and license plate numbers.
  - f. Is any price adjustment assessments required?
  - g. Is the product being delivered what you ordered?
  - h. Document all procedures prior to unloading of product.
  - i. Verify all papers required of a delivery are present, complete, and legible.
    1. Accurate, complete, and legible bill of lading and/or invoice.
    2. Legible and current MSDS sheet.
    3. Certified weight slip.
3. Verify separation or non-separation of product.
4. Visually inspect the load to determine if there are any obvious reasons why the load should be rejected.
5. Material portraying these or other uncharacteristic traits when delivered may be immediately rejected at the option of the agency or their representative at the delivery location.
6. Any problems must be noted at the point of delivery by agency personnel, documented, and relayed to their agency representative for action.

### **B. UNLOADING**

1. Provided all the required information is in place and the material appears to be the correct material as ordered, document the amount of product currently in storage prior to unloading and begin the unloading process.
2. The delivery truck shall unload solid materials in a windrow.
3. Visually inspect the delivered product again while unloading. If problems are noted that are a cause for rejection of the load, immediately halt the unloading process. Take photos if applicable and record any pertinent information. Conduct the following procedures if the material is to be rejected.
  - a. If material fails the field inspection or testing, reload the product and reject the load.
  - b. Take appropriate action as needed to ensure the integrity of product on hand if possible. Will all products on hand have to be removed?
  - c. Send samples directly to the Department's designated testing laboratory.
  - d. Immediately advise the Department's Representative of any ordering, delivery, storage, or product quality issues.

#### C. SAMPLING AND TESTING

One sample, of the dry product being delivered, may be taken from the delivered shipment for laboratory testing after the shipment has passed the initial inspection and is approved for unloading. This sample will be used for testing and/or fingerprinting at the Department's expense to ensure product quality. Clearly label samples for identification. Send sample directly to the appropriate Department testing laboratory. The Transmittal form must be placed in the box and form must contain at least the following information: Manufacture or Contractor's name, name of product, lot number of product, shipping date, date received, name of delivery point, quantity of material delivered, and name and phone number of person who received the load and took the samples. Test results from the appropriate Laboratory will be final and in the best interest of ITD.

1. If the load is solid, the delivery truck shall unload the solid material in a windrow. Samples of the windrow materials shall be obtained from the complete cross section of the windrow. Portions of the sample shall be taken from the top, center, and bottom in proportion to the cross section area at that point and well within the stack each time. It is best practice to cut completely through the stack, if practical, as fine material sifts to the bottom. Care should be taken to obtain a complete and representative sample. The sample shall be placed into a wide mouth 1-gallon container with a screw top lid as soon as the sample has been taken to avoid exposing the sample unduly to atmospheric moisture.
2. Samples sent to the Laboratory will be tested for conformance to specification during the year. Each type of product may be tested for those parameters listed in the General Specifications and in the appropriate Category requirements.

#### **10. ADDITIONAL CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible for damage or injury to State or private property of any character during the execution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.



## **II. BID GUIDELINES**

### **1. INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions, and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

### **2. PERFORMANCE**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### **3. BIDDING REQUIREMENTS AND CONDITIONS**

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the columns provided. Award will be made ALL OR NONE to the lowest responsive, responsible bidder. One contract will be awarded.

In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

#### **4. BID GUARANTY/SURETY BOND REQUIREMENTS**

No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

#### **5. IRREGULAR BIDS**

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in blue ink.
7. If Addendums are not signed and returned with the Bid Documents.

#### **6. DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

#### **7. CONSIDERATION OF BID**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of

such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

#### **8. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

#### **9. EXECUTION / AWARD OF THE CONTRACT**

The award of contract, if it is awarded, will be made within 7 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 7 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within **15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

#### **10. BIDDER ACKNOWLEDGEMENT**

The successful Contractor must be registered to receive payment(s) from ITD. A W-9 Form, Request for Taxpayer Identification Number and Certification, completed and signed by the contractor, is required for this purpose. Work cannot commence until the contractor has registered with ITD, by submitting a W-9 Form.

#### **11. FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

## **12. RETURN OF BID GUARANTY**

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after the contract has been executed.

### **III. TERMS AND CONDITIONS**

#### **1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

#### **2. CONTRACT TERM**

The contract term will be six (6) months from date of award. Contract is not renewable. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the Department. Please note: **Prices shall be firm and fixed for the tenure of the contract.**

#### **3. CONTRACT ADMINISTRATION**

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

After award, ITD Contract Manager shall be Travis Frei, phone 208 334 8916. Contractor shall contact the ITD Contract Manager prior to delivery of materials.

#### **4. CONTRACT AWARD**

The contract will be awarded ALL OR NONE to the lowest responsive bidder. All costs are F.O.B. destination. ITD reserves the right to change the quantity due to budget constraints.

#### **5. PAYMENT REQUIREMENTS**

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

#### **6. CHANGES**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of

the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

## **7. CLAIMS FOR ADJUSTMENT AND DISPUTES**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

## **8. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

## **9. COMPLIANCE**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have **72** hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section titled Termination.

#### **10. TERMINATION**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract.

#### **11. INDEMNIFICATION**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

#### **12. ILLEGAL ALIENS**

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 ([http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

#### **13. INSURANCE REQUIREMENTS**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.



The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

**1. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**2. Business Automobile and Umbrella Liability Insurance**

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

**3. Workers Compensation Insurance and Employer's Liability**

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to



common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

**Additional Requirements:**

**State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

**Notice of Cancellation or Change:** The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

**BID SCHEDULE****BIDDER:** \_\_\_\_\_

The following quantity is an estimate to be used for bidding purposes only. It is not a guaranteed delivery quantity as quantity may be more or less than what is being represented.

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All figures shall be written in ink or typed. Penciled entries will not be accepted, will be considered irregular and will be rejected.

LINE ITEM	STOCKPILE LOCATIONS	QUANTITY	PRICE PER TON	EXTENDED AMOUNT
			DOLLARS   CTS	DOLLARS   CTS
1	Black Canyon, I-84, Exit 25	150 Ton	X \$ .	X \$ .
2	Boise, 8150 Chinden Blvd	100 Ton	X \$ .	= \$ .
3	Caldwell, I-84, Exit 25	110 Ton	X \$ .	= \$ .
4	Marsing, SH 78, MP 0.68	50 Ton	X \$ .	= \$ .
5	New Plymouth, SH 30, MP 25.2	120 Ton	X \$ .	= \$ .
6	Weiser, 550 Indianhead	60 Ton	X \$ .	= \$ .
7	ION, US 95, MP 16	30 Ton	X \$ .	= \$ .
8	Parma, Market Rd & Hwy 95, MP 46.45	30 Ton	X \$ .	= \$ .
<b>GRAND TOTAL</b>				= \$ .

**PLEASE NOTE: FAILURE TO BID ANY ONE LOCATION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.**

**AWARD WILL BE MADE 'ALL OR NONE' TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER  
ONE CONTRACT WILL BE AWARDED**

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**IDAHO TRANSPORTATION DEPARTMENT**

**SIGNATURE PAGE**

Idaho Transportation Department  
Business & Support Management – Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

**REQUISITION #: K071630**

**REQUISITION TITLE: Category 8C-R Sodium Chloride for District 3**

*This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.*

_____	_____ <i>n/a</i> _____	_____ <i>n/a</i> _____
Federal Identification #	Public Works License # (If Req'd)	Additional License #'s (If Req'd)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
State of Domicile

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**BY SIGNING, CONTRACTOR ACKNOWLEDGES HIS/HER RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.**

*If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:*

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

\_\_\_\_\_ provides a drug-free workplace program that complies with the  
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this

contract and that \_\_\_\_\_ shall subcontract work only to  
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.  
Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ILLEGAL ALIENS**

[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State  
Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole  
or part by state funds or federal stimulus dollars can legally work in the United States and complies with  
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this  
contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment  
of persons not authorized to work in the United States constitutes a material breach and shall be cause  
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,  
and/or termination of the contract.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City and State

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACTOR'S RESPONSIBILITY

### **FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

**DISCLAIMER:** All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Bid Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
  - Page must be signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) Most recent detailed product specification sheet and Material Safety Data Sheet (MSDS)
- 6) A 5% Bidders Bond or Cashier's Check
- 7) **All Addenda** Must be Signed and returned with your Bid Documents.  
It is the Bidder's responsibility to verify if an addendum was issued.
- 8) **ALL BIDS** must be submitted in a sealed envelope with the Vendor's Name, Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

**NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.